

1 **THORNDAL, ARMSTRONG, DELK,
2 BALKENBUSH & EISINGER**

3 Michael P. Lowry, Esq.
4 Nevada Bar #10666
5 P.O. Drawer 2070
6 Las Vegas, Nevada 89125-2070
7 Phone: (702) 366-0622
8 Fax: (702) 366-0327
9 Email: mlowry@thorndal.com
10 *Attorney for Defendant
11 Dollar Tree Stores, Inc.*

12 **UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA**

14 MARGARET SNOVITCH,

15 Plaintiff,

16 vs.

17 DOLLAR TREE STORES, INC., DOES I-V;
18 and ROE CORPORATIONS I-V, inclusive,

19 Defendants.

20 CASE NO.: 2:12-cv-02200-MMD-CWH

21 **PROTECTIVE ORDER**

22 By signing this Protective Order, the parties have agreed to be bound by its terms and to
23 request its entry by the presiding district or magistrate judge. It is hereby **ORDERED** as follows:

24 **I. DISCOVERY PHASE**

25 A. If a party or an attorney for a party has a good faith belief that certain documents
26 or other materials (including digital information) subject to disclosure pursuant to a discovery or
27 other request, are confidential and should not be disclosed other than in connection with this
28 action and pursuant to this Protective Order, the party or attorney shall mark each such document
or other material as "**CONFIDENTIAL**."

29 B. If a party or an attorney for a party disputes whether a document or other material
30 should be marked "**CONFIDENTIAL**," the parties and/or attorneys shall attempt to resolve the
31 dispute between themselves. If they are unsuccessful, the party or attorney challenging the
32 "**CONFIDENTIAL**" designation shall do so by filing an appropriate motion.

33 ...

1 C. No party or attorney or other person subject to this Protective Order shall
2 distribute, transmit, or otherwise divulge any document or other material which is marked
3 "**CONFIDENTIAL**," or the contents thereof, except in accordance with this Protective Order.
4 Court personnel are not subject to this Protective Order while engaged in the performance of
5 their official duties.

6 D. Any document or other material which is marked "**CONFIDENTIAL**," or the
7 contents thereof, may be used by a party, or a party's attorney, expert witness, consultant, or
8 other person to whom disclosure is made, only for the purpose of this action. Nothing contained
9 in this Protective Order shall prevent the use of any document or other material which is marked
10 "**CONFIDENTIAL**," or the contents thereof, at any discovery deposition taken in this action.

11 E. If a party or attorney wishes to disclose any document or other material which is
12 marked "**CONFIDENTIAL**," or the contents thereof, to any person actively engaged in working
13 on this action (e.g., expert witness, paralegal, associate, consultant), the person making the
14 disclosure shall do the following:

- 15 1. Provide a copy of this Protective Order to the person to whom disclosure is made;
- 16 2. Inform the person to whom disclosure is made that s/he is bound by this
17 Protective Order;
- 18 3. Require the person to whom disclosure is made to sign an acknowledgment and
19 receipt of this Protective Order;
- 20 4. Instruct the person to whom disclosure is made to return or destroy any document
21 or other material which is marked "**CONFIDENTIAL**," at the conclusion of the
22 case, including notes or memoranda made from "**CONFIDENTIAL**" material;
- 23 5. Maintain a list of persons to whom disclosure was made and the
24 "**CONFIDENTIAL**" materials which were disclosed to that person; and
- 25 6. At the conclusion of the action, gather the "**CONFIDENTIAL**" materials, copies
26 thereof, and related notes and memoranda, and irrevocably destroy them.

27 ...

28 ...

1 **II. POST-DISCOVERY PHASE**

2 If any party or attorney wishes to file, or use as an exhibit or as evidence at a hearing or
 3 trial, any “**CONFIDENTIAL**” document or material, s/he must provide reasonable notice to the
 4 party that produced the document or material. The parties and/or attorneys shall then attempt to
 5 resolve the matter of continued confidentiality by either (a) removing the “**CONFIDENTIAL**”
 6 marking, or (b) creating a mutually acceptable redacted version that suffices for purposes of the
 7 case. If an amicable resolution proves unsuccessful, the parties and/or attorneys may present the
 8 issue to the court for resolution. The proponent of continued confidentiality will have the burden
 9 of persuasion that the document or material should be withheld from the public record.

10 Dated this 14th day of January, 2013.

11 GLEN LERNER INJURY ATTORNEYS

13 */s/ Adam D. Smith, Esq.*

14 Corey M. Eschweiler, Esq.
 15 Nevada Bar No. 6635
 16 Adam D. Smith, Esq.
 17 Nevada Bar No. 9690
 18 4795 South Durango Drive
 19 Las Vegas, NV 89147
 20 *Attorneys for Plaintiff*
 21 MARGARET SNOVITCH

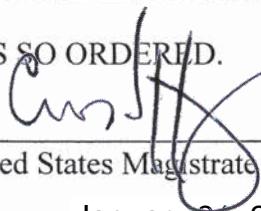
10 Dated this 14th day of January, 2013.

11 THORNDAL ARMSTRONG DELK
 12 BALKENBUSH & EISINGER

13 */s/ Michael P. Lowry, Esq.*

14 Michael P. Lowry, Esq.
 15 Nevada Bar No. 10666
 16 P.O. Drawer 2070
 17 Las Vegas, NV 89125
 18 *Attorneys for Defendant*
 19 DOLLAR TREE STORES, INC.

20 IT IS SO ORDERED.

21 
 22 United States Magistrate Judge

23 DATED: January 31, 2013